

AFFADAVIT

I. William Mallury of the City of ricton. County of York. Province of New Brunswick make and say:

That the attached photocopy of Amendment No. 1 to the la/New Brunswick Sulphation Roast Leach Pilot Plant diary Agreement under the General Development Agreement is see and correct copy of the original of said Amendment.

y of York and Province of runswick this 22ND day RRIL A.D., 1986.

William Mallong

4. Hilman

ssioner of Oaths

-13/512 of the 27th day of February, 1986 has authorized the ster of Regional Industrial Expansion, and the Minister of gy, Mines and Resources to amend this Agreement on behalf of da;

CALL NO.

CA1

RIE

-1986C17

GOVT





AFFADAVIT

I. William Mallury of the City of ricton. County of York. Province of New Brunswick make and say:

That the attached photocopy of Amendment No. 1 to the la/New Brunswick Sulphation Roast Leach Pilot Plant diary Agreement under the General Development Agreement is see and correct copy of the original of said Amendment.

y of York and Province of runswick this 22ND day PRIL A.D., 1986.

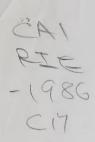
William Mallory

4. Gilman

ssioner of Oaths

-13/512 of the 27th day of February, 1986 has authorized the ster of Regional Industrial Expansion, and the Minister of gy, Mines and Resources to amend this Agreement on behalf of da;







AFFADAVIT

I. William Mallury of the City of Fredericton. County of York. Province of New Brunswick make oath and say:

That the attached photocopy of Amendment No. 1 to the Canada/New Brunswick Sulphation Roast Leach Pilot Plant Subsidiary Agreement under the General Development Agreement is a true and correct copy of the original of said Amendment.

Sworn to at Fredericton in the County of York and Province of New Brunswick this 22ND day of APRIL A.D., 1986.

William Mallory

4. Yilman

Commissioner of Oaths



17494-04-18

CA1 RIE - 1984 C17

CANADA/NEW BRUNSWICK SUBSIDIARY AGREEMENT

SULPHATION ROAST LEACH PILOT PLANT

AMENDMENT NO. 1

THIS AMENDMENT MADE AS OF THE 26 th day of March, 1986.

BETWEEN:

THE GOVERNMENT OF CANADA

(hereinafter referred to as

"Canada"), represented by the

Minister of Regional Industrial

Expansion

OF THE FIRST PART,

AND:



THE GOVERNMENT OF THE PROVINCE

OF NEW BRUNSWICK (hereinafter

referred to as "the Province"),

represented by the Premier of

New Brunswick

OF THE SECOND PART.

WHEREAS the parties did on the 30th day of September 1983, enter into an agreement entitled, "Canada/New Brunswick Subsidiary Agreement, Sulphation Roast Leach Pilot Plant";

WHEREAS the Governor in Council by Order in Council P.C. 1986-13/512 of the 27th day of February, 1986 has authorized the Minister of Regional Industrial Expansion, and the Minister of Energy, Mines and Resources to amend this Agreement on behalf of Canada;

Digitized by the Internet Archive in 2023 with funding from University of Toronto

Lot 1 1986

WHEREAS the Lieutenant Governor in Council by Order in Council No. 86-71 of the 6th day of February, 1986 has authorized the Premier of New Brunswick and the Minister of Commerce and Development to amend this Agreement on behalf of the Province;

AND WHEREAS the parties are desirous of amending the said Canada/New Brunswick Subsidiary Agreement, Sulphation Roast Leach Pilot Plant.

THEREFORE, the Canada/New Brunswick Subsidiary Agreement, Sulphation Roast Leach Pilot Plant is amended as follows:

Amend

Amendment

Section 2

Delete:

2.10

(a) Notwithstanding anything in this Agreement, the total amount payable by Canada under this Agreement with respect to the program listed in Schedule "A" shall not exceed fifteen million dollars (\$15,000,000). This does not limit Company "A"s ability to procure funding from other sources.

(b) Notwithstanding anything in this Agreement, the total amount payable by the Province under this Agreement with respect to the program listed in Schedule "A" shall not exceed three million seven hundred and fifty thousand dollars (\$3,750,000). This does not limit Company "A"s ability to procure funding from other sources.

Add:

2.10

(a) Notwithstanding anything in this Agreement, the total amount payable by Canada under this Agreement with respect to the program listed in Schedule "A" shall not exceed seventeen million eight hundred and eighty thousand dollars (\$17,880,000). This does not limit Company "A"s ability to procure funding from other sources.

(b) Notwithstanding anything in this Agreement, the total amount payable by the Province under this Agreement with respect to the program listed in Schedule "A" shall not exceed four million four hundred and seventy thousand dollars (\$4,470,000). This does not limit Company "A"s ability to procure funding from other sources.

SCHEDULE "A"

Delete:

Add:

Estimated Cost of Program

Federal Share Provincial Share \$3,750,000 \$15,000,000

Total Program Total Federal

\$17,880,000

\$4,470,000

Total Federal Total Program Share

Federal Share Provincial Share

Estimated Cost of Program

\$18,750,000

\$15,000,000

Share

\$22,350,000 \$17,880,000

millin sense is because an line and all is a policy of the company of the company

IN WITNESS WHEREOF this Amendment has been executed on behalf of Canada by the Minister of Regional Industrial Expansion and the Minister of Energy, Mines and Resources and on behalf of the Province by the Premier of New Brunswick and the Minister of Commerce and Development as of the day and year in this Amendment first herein written.

IN THE PRESENCE OF:

GOVERNMENT OF CANADA

Witness

Minister of Regional Industrial Expansion

Witness

for Minister of Energy, Mines & Resources

IN THE PRESENCE OF:

GOVERNMENT OF THE PROVINCE OF NEW BRUNSWICK

7. Writeld Sachets

Premier of New Brunswick

Witness

Minister of Commerce and Development

